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INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY

AGREEMENT OF CONDITIONAL SALE

DATED AS OF SEPTEMBER 1, 1973

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of March 30, 1984

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METROPOLITAN LIFE INSURANCE COMPANY

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,  
dated as of the thirtieth day of March, 1984, by METROPOLITAN  
LIFE INSURANCE COMPANY, a corporation duly organized and  
existing under the laws of the State of New York, Assignee  
under the Conditional Sale Agreement hereinafter mentioned  
(hereinafter called the "Assignee"), to SOUTHERN PACIFIC  
TRANSPORTATION COMPANY, a corporation duly organized and  
existing under the laws of the State of Delaware (hereinafter  
called the "Company").

WHEREAS, by a certain Agreement of Conditional Sale,  
bearing date as of September 1, 1973, by and between FMC  
Corporation, a corporation organized and existing under the  
laws of the State of Delaware (hereinafter called the  
"Builder"), and the Company, pursuant to which Builder  
agreed to build, sell and deliver to the Company, and the  
Company agreed to purchase certain railroad equipment  
(hereinafter called the "Equipment"), consisting of box  
cars, all as described in the Agreement of Conditional Sale  
(hereinafter called the "Conditional Sale Agreement");  
and

WHEREAS, the Builder thereafter assigned its rights  
under the Conditional Sale Agreement and its right, title  
and interest to the Equipment to the Assignee pursuant to an  
Agreement and Assignment dated as of September 1, 1973  
(hereinafter called the "Assignment"), between the Builder  
and the Assignee; and

WHEREAS, certain box cars comprising said Equipment (hereinafter collectively called "Destroyed Equipment") have been destroyed by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the Third Supplemental Agreement dated as of March 30, 1984 ("Third Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
10	70-ton box cars; FMC Corporation, builder; lettered SP and numbered 228899, 228925, 244175, 244135, 244194, 244201, 244263, 244619, 244633, and 244643.
1	100-ton hopper car; Greenville Steel Car Corporation, builder; lettered SP and numbered 465012.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such goodstanding and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Third Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint THOMAS F. COOLICAN to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the State of New York or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 12th day of April, 1984.

METROPOLITAN LIFE INSURANCE COMPANY

By Thomas J. Paulian  
Attorney

ATTEST:

[Signature]  
Assistant Secretary

By John C. Kilar  
Associate General Counsel

STATE OF NEW YORK }  
CITY AND COUNTY OF NEW YORK } ss.

On this 12th day of April, 1984, before me personally appeared John C. Kelsh and Thomas F. Coolican, to me personally known, who, being by me duly sworn, say that they are an Associate General Counsel and an Attorney, respectively, of METROPOLITAN LIFE INSURANCE COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Diane Baldelli  
Notary Public

**DIANE BALDELLI**  
**NOTARY PUBLIC, State of New York**  
**No. 24-4779489**  
**Qualified in Kings County**  
**Certificate filed in Kings County**  
**Commission Expires March 30, 1985**